

CONTRACT	
NO.	01-04-A-139608-0607
AMENDMENT NO.	
This number must appear on all invoices, correspondence and documents pertaining to this contract	

JPA File No.: 07-006 I
AG Contract No.: KR07-0270TRN
Project No.: 086 PM 165
Project: SR 86 Widening at Kinney Road
Section: MP 165.77 - MP 166.59
TRACS No.: H7190 01C
Budget Source Item No.: 20107,
\$1600K (STAN); 73307, District Minor
\$219K

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
PIMA COUNTY

THIS AGREEMENT is entered into this date June 18th, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State or ADOT") and PIMA COUNTY, acting by and through its Board of Supervisors (the "County"). The State and the County are collectively referred to as "the Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The County is empowered by Arizona Revised Statutes § 11-251 *et seq.* to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.
3. The State and County agree to the need for improvements to SR 86 (aka Ajo Highway) at Kinney Road, including widening and reconstruction of approximately 4325 feet between MP 165.77 and MP 166.59 ("SR 86 Work"), as shown on **Exhibit A**, attached hereto and made a part hereof. The County is to construct the SR 86 Work through its agent, Donahue Schriber Realty Group, L.P. ("the Agent"), and will receive a not to exceed amount of \$1,819,000.00 from the State. The State will allow the County, its Agent, and the Agent's design-builder to construct the SR 86 Work for the State under the appropriate permit(s).
4. Upon completion of the SR 86 Work, the State will abandon to the County and the County will accept a portion of Kinney Road north of SR 86 as depicted as Parcel 5 on **Exhibit B**, attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 28986
Filed with the Secretary of State
Date Filed: 6-18-07
Janice K. Brewer
Secretary of State
By: [Signature]

II. SCOPE OF WORK

1. The County shall:

a. Within 30 days of execution of this Agreement, invoice the State for \$200,000.00 as the first payment to County for the SR 86 Work. Upon the roadway contractor's receipt of traffic signal poles and equipment for the intersection of SR 86 and Kinney Road, invoice the State for \$250,000.00 as second payment for the SR 86 Work. Upon substantial completion of the SR 86 Work, as defined in Section 105.19 of the ADOT 2000 Standard Specifications, invoice the State for \$1,000,000.00 as the third payment for the SR 86 Work. Upon final completion and acceptance by the County and the State of the SR 86 Work, invoice the State for the remainder of the \$1,819,000.00 as final payment for the SR 86 Work.

b. Through the Agent, procure necessary construction services per A.R.S. Title 34 for the SR 86 Work. The County warrants that the County and the Agent have complied with all applicable provisions of Title 34.

c. Retain and contract with competent professionals to prepare to State design standards, traffic control plans, utility clearances, construction plans, specifications, material reports, drainage reports, structural reports, environmental clearances and documents, construction cost estimates, right-of-way (r/w) surveys, r/w plans, legal descriptions and any other documents required for construction of the SR 86 Work to be completed in accordance with State policies and procedures and applicable laws.

d. Submit appropriate copies of all environmental clearance and related documents in compliance with ADOT Environmental and Enhancement Group's standards to the State for review, with approvals as required by applicable State and Federal laws.

e. Incorporate or resolve State review comments of County's design documents. The State shall have the opportunity to review and comment throughout the design process.

f. Provide the State with 95% and Final Plans prior to substantial completion.

g. Require the Agent and the construction contractor each to obtain an Arizona Department of Transportation (ADOT) Highway Encroachment Permit ("Permit"), as depicted in **Exhibit C**, attached hereto and made a part hereof. The Permits shall include, but shall not be limited to, requirements for SR 86 access points, traffic control plans, and maintenance to the encroachment within SR 86 work limits until the SR 86 Work is accepted by the State. The State shall apply the same conditions to the Permits obtained by the Agent and the construction contractor. A separate Permit governing access points into the private commercial development at the Northwest corner of SR 86 and Kinney Road will be obtained by each developer or owner of abutting properties.

h. Cause the SR 86 Work to be completed in accordance with the Project Plans and Specifications. For this purpose, the County shall retain, or cause to be retained, a competent quality acceptance consultant which is independent of the designer and contractor. The County shall provide a copy of the scope of work for the quality acceptance consultant to the State for review and approval.

i. Be responsible for all costs associated with the SR 86 Work exceeding the State's not to exceed amount of \$1,819,000.00, including any designer or contractor claims for extra compensation unless noted otherwise by this Agreement.

j. Be responsible for the donation or acquisition of any new right-of-way necessary for the SR 86 Work as shown on Exhibit A. Provide legal descriptions and appraisal maps acceptable to the State for the parcels acquired for SR 86 improvements. Provide the ADOT R/W Titles Section copies of all vesting instruments to be recorded for the conveyance of such new r/w, plus any and all title commitments for review, prior to the final acquisition and close of escrow. This is to insure the vested name to ADOT is in the correct format and title insurance is acceptable to ADOT and State standards.

County shall convey all new right-of-way to State without any obstructions or encroachments, either above or below the surface of the SR 86 Work area, not approved by ADOT during the review process described in paragraph II.2.b of this Agreement. Acceptance by State of any new right-of-way for SR 86 Work is subject to approval by the State Transportation Board.

k. Complete right-of-way survey for the SR 86 Work; prepare legal descriptions for new and/or additional areas of acquisition and submit all of the aforementioned documents to the State / ADOT for approval. Upon completion and acceptance of the SR 86 Work, County shall complete the final right of way plan and set final right of way monumentation for the SR 86 Work.

l. Notify the State in writing of any contract modifications, change orders, letter agreements or force account work necessary within State's right-of-way, or within 100 feet of the State's right-of-way, to accomplish the SR 86 Work which shall be subject to the State's approval with a 10-day turnaround.

m. Upon adoption of a Resolution of Abandonment by the State Transportation Board, accept ownership, jurisdiction and maintenance responsibilities from the State of that portion of Kinney Road north of SR 86, as depicted on **Exhibit B**, and waive the requirements of Arizona Revised Statute § 28-7209 as to that portion of Kinney Road.

n. Upon completion, approval, and final acceptance of the SR 86 Work, provide, at County's sole expense, ongoing operation, maintenance and repair of Kinney Road located within the County right of way, including all costs related to the maintenance and repair of all right of way, landscaping and irrigation systems. The County shall be responsible for the ongoing costs of electrical power necessary to operate the traffic signal at the intersection of SR 86 and Kinney Road.

o. Prepare, or cause to be prepared, as-built plans upon completion and final acceptance of the SR 86 Work by the State, and provide the as-built plans to State within 6 months of final acceptance of the SR 86 Work.

2. The State shall:

a. Pay the County for invoices per paragraph II.1 a. of this Agreement, up to an amount not to exceed \$1,819,000.00, within thirty (30) days of receipt of each invoice.

b. Have the opportunity to review and comment on the design documents required for construction of the SR 86 Work throughout the design process, providing comments to the County in a timely manner. At a minimum, coordinate with the County at 50%, 95% and final design stages. Approve the final plans and construction documents for constructing the SR 86 Work.

c. Allow construction of the SR 86 Work within the State's right-of-way after the County's Agent and the construction contractor obtain the proper permits as described in paragraph II.1.f of this Agreement.

d. Provide direction to the County relevant to design issues that arise during construction developed as they relate to construction within the State's right-of-way, or within 100 feet of State's right-of-way.

e. Review and approve in writing any proposed contract modifications, change orders, letter agreements or force account work necessary to accomplish the SR 86 Work. The State will review such items within ten (10) business days after receipt of a written request, and if the State objects to any such items, specify in writing the nature of its objection within such 10-day period.

f. Upon completion of all SR 86 Work and upon adoption of a Resolution of the State Transportation Board, abandon ownership, jurisdiction and maintenance responsibilities to the County for that portion of Kinney Road north of SR 86, as depicted on **Exhibit B**.

g. Review prepared final environmental clearance documents. Confirm the requirements for the Environmental clearance are complete and in compliance with the ADOT Environmental and Enhancement Group's standards and applicable State and Federal laws.

h. Not be responsible for any costs exceeding the State's share not to exceed \$1,819,000.00, including any design consultant or contractor claims for extra compensation, except for any changes requested by the State after start of construction from the Plans and Specifications originally approved and agreed to by the Parties.

i. After final acceptance of the SR 86 Work, establish right-of-way to be incorporated into the State highway system subject to a State Transportation Board Resolution.

j. Upon completion, approval, and acceptance of the SR 86 Work, provide at State's expense, ongoing operation, maintenance and repair of that portion of the SR 86 Work located within the State right of way, including all costs related to the maintenance and repair of all right of way, landscaping and irrigation systems, and traffic intersection traffic signal.

III. MISCELLANEOUS PROVISIONS

1. The State assumes no financial obligation or liability under this Agreement, except as specifically set forth herein.

2. The County may perform certain duties under this Agreement through the actions of the Agent, which is a developer. However, the County is directly responsible to the State, regardless of any default or any other failure to perform by the Agent under this Agreement.

3. The County shall not represent to anyone it has any power to grant access to SR 86, and will direct any entity requesting access to SR 86 to contact the States Tucson District permits supervisor.

4. The County shall not allow access to Kinney Road closer to SR 86 than existing driveways on the east side of Kinney Road, as depicted on **Exhibit A**. The County shall not allow access to Kinney Road on the northwest quadrant of Kinney Road/SR 86 traffic intersection closer to SR 86 than the turnouts depicted on **Exhibit A**. In addition, the County shall maintain a corner clearance of at least 230 feet for the southwest quadrant of the Kinney Road/SR 86 traffic intersection.

5. The County's Agreement with the Agent shall require the following:

- a. That Agent or Agent's contractor shall be responsible for completing the design and construction of the SR 86 Work.
- b. That Agent or Agent's contractor shall obtain performance and payment bonds in accordance with Title 34 of the Arizona Revised Statute's from a surety possessing a Certificate of Authority to transact surety business in the State of Arizona, naming the State and County as additional obligees, in an amount equaling or exceeding the final design-build guaranteed maximum price including all costs of the SR 86 Work.
- c. That Agent or Agent's contractor shall name the State and the County as express and intended third party beneficiaries for any portion of the Development Agreement relating to the SR 86 Work.
- d. That the Agent or Agent's contractor shall indemnify, defend and hold harmless the State and ADOT against any and all claims, suits, damages, or other causes of action arising out of the Agent or Agent's contractor's performance of any element of the SR 86 Work.
- e. That Agent require its contractor(s) and subcontractors performing any part of the SR 86 Work to acquire insurance with the categories and limits as described below and name the State and the County as additional insured for all SR 86 Work designed and constructed by Agent or Agent's contractors. The

insurance policies required by this provision shall be required to remain in effect throughout the course of the project including the project warranty and landscape establishment periods.

Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

General Aggregate	\$10,000,000.00
Products-Completed Operations Aggregate	\$ 1,000,000.00
Personal and Advertising Injury	\$ 1,000,000.00
Blanket Contractual Liability-Written and Oral	\$ 1,000,000.00
Fire Legal Liability	\$ 50,000.00
Each Occurrence	\$ 1,000,000.00

Designer Errors & Omissions Insurance - Occurrence Form

Aggregate	\$ 3,000,000.00
Per Occurrence	\$ 3,000,000.00

6. The County assumes full responsibility for the design concept studies, traffic studies, construction plans, specifications, material reports, drainage reports, structural reports, environmental reports, right of way plans, construction costs estimates and any other documents provided by County for the engineering, design and construction of the SR 86 Work and any related cost over-runs and construction claims. Each party is responsible for its own negligence, except the County is responsible for any vicarious liability of the State arising from the negligence of the County.

7. County is procuring construction services covering Kinney Road and other locations outside of the SR 86 Work. The County acknowledges that the State has no responsibility or involvement in any way in the work outside of the SR 86 Work.

8. This Agreement shall become effective upon filing the fully executed agreement with the Arizona Secretary of State and shall remain in effect until final acceptance of the SR 86 Work and conclusion of all warranty and landscape establishment periods.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

11. This Agreement shall be interpreted in accordance with Arizona law.

12. In the event of any dispute or controversy which may arise out of this Agreement, the Parties hereto agree to abide by binding arbitration through the American Arbitration Association. This provision shall not apply if there are any other parties in interest in the dispute; in which case, venue shall lie in Maricopa County Superior Court in Phoenix, Arizona.

13. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation (ADOT)
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

Pima County
Attn: Director, Dept. of Transportation
201 N. Stone Ave, Third Floor
Tucson, Arizona 85701
(520) 740-6410
(520) 620-1933 Fax

Permits: ADOT Tucson District
1221 S. 2nd Ave.
Tucson, AZ 85713
(520) 388-4234
(520) 388-4222 Fax

14. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".


15. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

16. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

PIMA COUNTY

By


RICHARD ELIAS
Chairman, Board of Supervisors
JUN 05 2007

STATE OF ARIZONA

Department of Transportation

By


SAM MAROUFKHANI, P.E.
Deputy State Engineer, Development

ATTEST:

By


LORI GODOSHIAN
Clerk of the Board

ATTORNEY APPROVAL FORM FOR THE PIMA COUNTY

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and PIMA COUNTY, which has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the Pima County Board of Supervisors under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 30th day of May, 2007.


Deputy County Attorney

SR 86 IMPROVEMENTS AT KINNEY ROAD EXHIBIT A

50 0 100
Scale in Feet



- LEGEND**
- IMPROVEMENTS WITHIN ADOT R/W
 - IMPROVEMENTS WITHIN PMA CORN

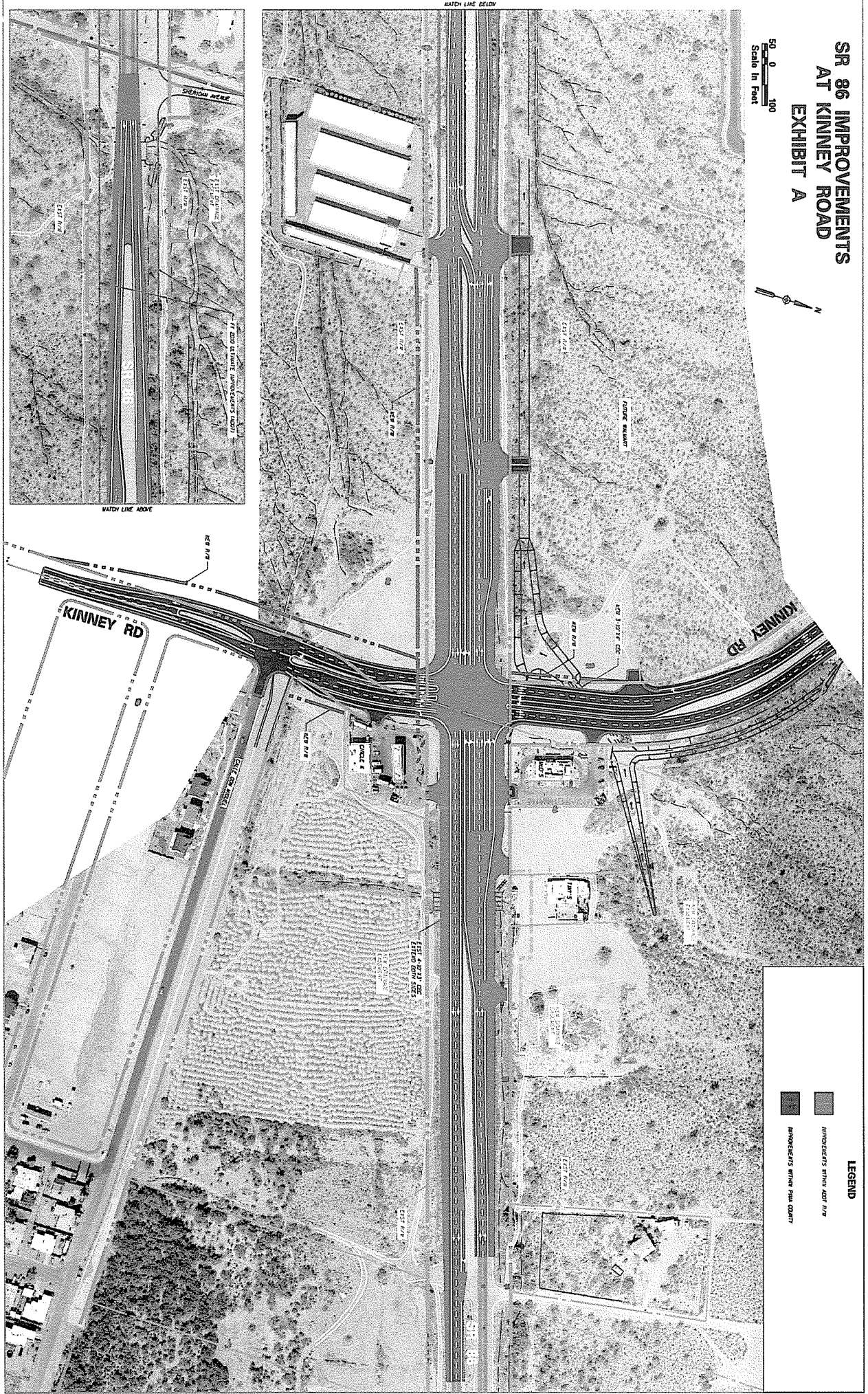
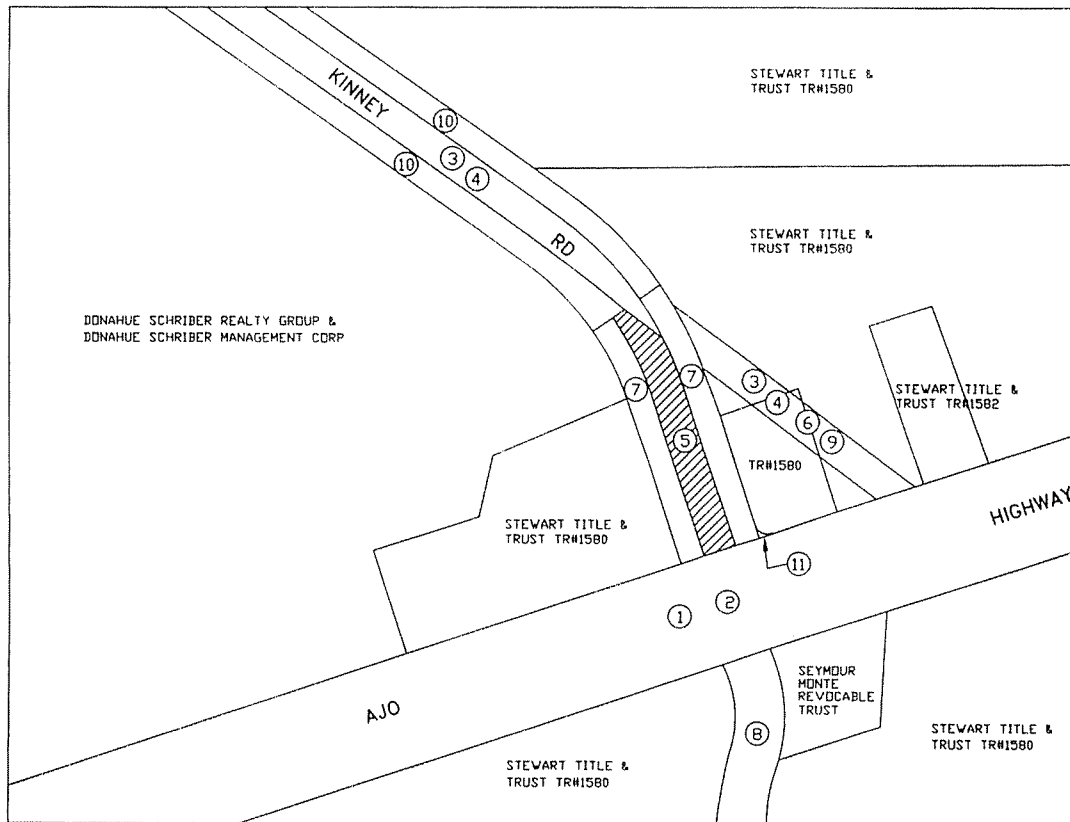
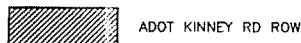


EXHIBIT B. KINNEY RD/ AJO HWY INTERSECTION
SECTION 36 T14S, R12E, G&SRB&M, PIMA COUNTY, ARIZONA



LEGEND



#	DATE	BK/PG	RD MAP PLAN #	DOC TYPE	DESCRIPTION
1	08/01/1921	N/A	1/1	ROAD PROC # 32	PIMA COUNTY ROAD ESTABLISHMENT OF AJO HWY
2	04/08/1941	N/A	N/A	BOS MINUTES	RESO BY BOS FOR ADOT TO TAKE AJO HWY
2	04/14/1943	N/A	N/A	ADOT RESO	AZ STATE HWY COMMISSION RESO ADOPTING AJO HWY
3	12/30/1922	N/A	3/51	ROAD PROC # 62	PIMA COUNTY ROAD ESTABLISHMENT OF KINNEY RD
4	11/15/1937	202/69	N/A	DEED	VERCH TO PIMA COUNTY FOR ROW
5	10/06/1969	3631/139	S-222-505	FINAL ORDER	ADOT FINAL ORDER OF CONDEMNATION
6	10/31/1969	3613/164	13/38	ROAD PROC # 1703	PIMA COUNTY ABANDONMENT OF A POR. OF KINNEY RD
7	11/07/1969	3618/252	N/A	DEED	TRANSAMERICA TITLE INS CO. TO PIMA COUNTY
8	12/28/1977	5681/938	N/A	DEED	STEWART TITLE & TRUST TO PIMA COUNTY
9	06/15/1979	6050/920	N/A	QCD DEED	PIMA COUNTY TO STEWART TITLE & TRUST
10	06/08/1989	8554/723	4BKRAH	DEED	STEWART TITLE & TRUST TO PIMA COUNTY
11	12/09/1997	10688/853	N/A	DEED	STEWART TITLE & TRUST TO PIMA COUNTY - SPANDREL



PIMA COUNTY DEPARTMENT OF TRANSPORTATION
GEOGRAPHICAL INFORMATION SERVICES DIVISION

DRAWING NOT TO SCALE

DRAWN BY: L JARZOMBEK

DATE: MAY 24, 2006

JPA 07-006 Exhibit "C"



ARIZONA DEPARTMENT OF TRANSPORTATION
INTERMODAL TRANSPORTATION DIVISION
Highway Encroachment Permit Application
(Application for Permission to Use State Highway Right-of-Way)

FOR ADOT USE

PERMIT NUMBER: _____ ROUTE: _____ MILEPOST: _____

ADOT PROJECT NUMBER: _____

ADOT ENGINEERING STATION: _____

Name of Encroachment Owner

Name of Applicant (If other than the Encroachment Owner)

Address of Owner

Mailing Address

City

City:

State

Zip

State

Zip

Phone:

Phone:

E-mail address:

Legal Relationship to Owner:

City (in or near) _____ Side of Highway: ☐ N ☐ S ☐ E ☐ W (check one)

Highway Route No. _____ Approximately _____ Feet ☐ N ☐ S ☐ E ☐ W (check one) of Milepost No. _____

Applicant's Project No. _____ Project Duration _____

Description of the proposed work or activity in the right-of-way: _____

The Encroachment Owner will be the Permittee. By signing this application, the Encroachment Owner acknowledges that the information given and statements made in this application are true and correct to the best of his/her knowledge. The Encroachment Owner agrees as the Permittee to accept the following General Obligations and Responsibilities as described on page 2 of the application. By accepting an approved encroachment permit, the Permittee agrees to the requirements described in the permit, to be responsible for all permit requirements, and to comply with ADOT's requirements as set out in the permit. An approved permit consists of this application, final supporting documentation approved by ADOT, and any requirements set by ADOT. If the Permittee disagrees with the requirements, the Permittee shall return the permit immediately to the District Office.

NO WORK SHALL TAKE PLACE INSIDE THE RIGHT OF WAY WITHOUT AN APPROVED PERMIT ON SITE.

Encroachment Owner (Print Name and Sign) _____

Applicant (Print Name and Sign) _____

Date _____

Date _____

GENERAL OBLIGATIONS AND RESPONSIBILITIES

THE PERMITTEE AGREES TO THE FOLLOWING

1. Assume all legal liability and financial responsibility for the encroachment activity for the duration of the encroachment, including indemnify, defend, and hold ADOT and the State of Arizona and any of its agents, directors, officers, employees harmless from and against any and all claims, actions, losses, liabilities, costs, damages, or expenses, including court costs, reasonable attorney's fees, and costs of claim processing and investigation, arising out of bodily injury or death of any person, or tangible or intangible property damage, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts, or omissions of the Permittee, any of its directors, officers, agents, employees, or volunteers, or its contractor or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the contractor's failure to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. The Permittee is not responsible for claims arising solely from ADOT's negligent or willful acts or omissions. The Permittee and/or contractors and subcontractors may be required to procure insurance with specified limits naming the State of Arizona and ADOT as additional insureds.
2. Comply with Environmental Laws.
 - A. Environmental Laws refers collectively to any and all federal, state, or local statute, law, ordinance, code, rule, regulation, permit, order, or decree regulating, relating to, or imposing liability or standards of conduct on a person discharging, releasing or threatening to discharge or release or causing the discharge or release of any hazardous or solid waste or any hazardous substance, pollutant, contaminant, water, wastewater or storm water, and specifically includes, but is not limited to: The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Toxic Substances Control Act; the Clean Water Act (CWA); the Clean Air Act; the Occupational Safety and Health Act; the Arizona Water Quality Act Revolving Fund Act, the Arizona Hazardous Waste Management Act, any applicable National Pollutant Discharge Elimination System (NPDES) or Arizona Pollution Discharge Elimination System (AZPDES) permit, any applicable CWA Section 404 permit, or any local pretreatment or environmental nuisance ordinance.
 - B. The Permittee specifically agrees that in the course of performing any activity for which this Permit is necessary:
 - i. To comply with any and all Environmental Laws,
 - ii. To ensure that no activity under this Permit shall cause ADOT to be in violation of any Environmental Laws;
 - iii. That if the Permittee fails or refuses to comply with any Environmental Laws, or causes ADOT to be in violation of any Environmental Laws, ADOT may at its sole and unreviewable discretion, (1) revoke this Permit; (2) require the Permittee to undertake corrective or remedial action to address any release or threatened release or discharge of the hazardous substance, pollutant or contaminant, water, wastewater or storm water, and (3) expressly consents to entry of injunctive relief to enforce any listed remedies
 - iv. To indemnify ADOT for any losses, damages, expenses, penalties, liabilities or claims of any nature whatsoever suffered by or asserted against ADOT as a direct or indirect result of the disposal, escape, seepage, leakage, spillage, discharge, emission, or release of any hazardous waste, solid waste, hazardous substance, pollutant or contaminant, water, wastewater or storm water and losses, damages, expenses, penalties, liabilities and claims asserted or arising under the Environmental Laws, or for ADOT's costs in undertaking corrective action pursuant to an order of or settlement with a duly authorized regulatory agency or injured third party or for any penalties associated with Permittee's activities;
3. Be responsible for any repair or maintenance work to the encroachment for the duration of the encroachment,
4. Comply with ADOT's traffic control standards,
5. Obtain written approval from the abutting property owner if the encroachment encroaches on abutting property;
6. Upon notice from ADOT, repair any aspect or condition of the encroachment that causes danger or hazard to the traveling public;
7. Remove the encroachment and restore the right-of-way to its original or better condition if ADOT cancels the encroachment permit, and terminates all rights under the permit;
8. Reimburse ADOT for costs incurred or deposit with ADOT money necessary to cover all costs incurred for activities related to the encroachment, such as inspections, restoring the right-of-way to its original or better condition, removing the encroachment, or repair encroachment to originally permitted condition;
9. Notify a new owner to apply for an encroachment permit, as required by Arizona Administrative Rule R17-3-502(D),
10. Apply for a new encroachment permit if the use of the permitted encroachment changes,
11. Keep a copy of the encroachment permit at the work site or site of encroachment activity;
12. Construct the encroachment according to plans that ADOT approves as part of the final permit,
13. Obtain required permits from other government agencies or political subdivisions,
14. Remove any defective materials, or materials that fail to pass ADOT's final inspection, and replace with materials ADOT specifies
15. If the permit application is denied, applicant has a right to a hearing as prescribed in Arizona Administrative Rule, R17-3-509.

FOR ADOT USE PERMIT TO USE STATE HIGHWAY RIGHT-OF-WAY

This application is approved as a permit and a permit is issued to the Permittee. Construction is authorized only for the period indicated below.

Authorized ADOT Name and Signature _____

Authorized ADOT Name and Signature _____

Issue Date _____

Permit work to be completed by: _____

RESOLUTION NO. 2007 115

RESOLUTION OF THE PIMA COUNTY BOARD OF SUPERVISORS APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN PIMA COUNTY AND THE ARIZONA DEPARTMENT OF TRANSPORTATION TO WIDEN AND RECONSTRUCT APPROXIMATELY 4325 FEET ON AJO WAY AT KINNEY ROAD.
(Districts 3 & 5)

WHEREAS, Pima County ("County") and the Arizona Department of Transportation ("State") has determined it to be in the best interest of the public to widen and reconstruct approximately 4325 feet between milepost 165.77 and 166.59; and

WHEREAS, the County is to construct the work through its agent, Donahue Schriber Realty Group, L.P.; and

WHEREAS, the County will receive a not to exceed amount of \$1,819,000.00 from the State for the work; and

WHEREAS, County has determined it to be necessary to enter into an intergovernmental agreement with the Arizona Department of Transportation for implementation of the Project;

NOW, THEREFORE, UPON MOTION DULY MADE, SECONDED AND CARRIED, BE IT RESOLVED THAT:

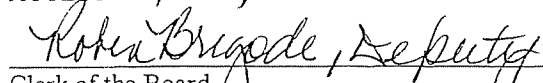
1. The agreement between Pima County and Arizona Department of Transportation is hereby approved.
2. The Chair of this Board is hereby authorized and directed to sign said agreement for the Board of Supervisors.
3. The various Pima County officers and employees are hereby authorized and directed to perform all acts necessary and desirable to give effect to this Resolution.

PASSED, ADOPTED AND APPROVED this 5th day of June, 2007.

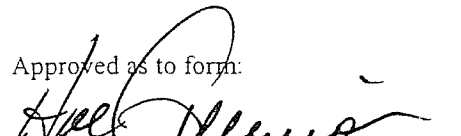
PIMA COUNTY BOARD OF SUPERVISORS



Chairman of the Board of Supervisors

ATTEST:


Clerk of the Board

Approved as to form:


Deputy County Attorney

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8849 Facsimile: 602.542.3646 E-mail: Joe.Acosta@azag.gov</p>
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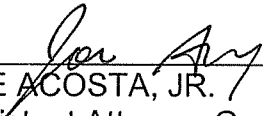
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR07-0270TRN (**JPA 07-006-I**), an Agreement between public agencies, i.e., The State of Arizona and Pima County, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 14, 2007

TERRY GODDARD
Attorney General



JOE ACOSTA, JR.
Assistant Attorney General
Transportation Section

JNA:mjf:14616
Attachment